

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE**

UNITED STATES FOR THE USE AND	)	
BENEFIT OF CONTRACK WATTS, INC.,	)	
	)	
Plaintiff,	)	
	)	Case No. 3:21-cv-00307
v.	)	
	)	<b>JURY DEMAND</b>
RELYANT GLOBAL, LLC and LEXON	)	
INSURANCE COMPANY,	)	District Judge William L. Campbell, Jr
	)	Magistrate Judge Alistair Newbern
Defendants.	)	

**MOTION FOR AWARD OF ATTORNEYS' FEES AND NONTAXABLE EXPENSES**

COMES NOW Defendant/Counter-Plaintiff Relyant Global, LLC ("Relyant"), by and through counsel and pursuant to Fed. R. Civ. P. 54(d)(2), Local Rule LR 54.01(b), and the parties' Subcontract, and moves the Court to award Relyant, as the prevailing party, its reasonable attorneys' fees and nontaxable expenses incurred in this matter.

As described in the accompanying Memorandum of Law and the supporting affidavit and declaration attached thereto, Relyant is the successful party in this civil action, as the jury found that Plaintiff Contrack Watts, Inc. ("CWI") breached the parties' Subcontract and that Relyant did not breach the Subcontract. The jury awarded CWI nothing and awarded Relyant \$259,544.68 in damages on its counterclaims against CWI. In Paragraph 20 of the parties' Subcontract, the parties agreed that, in any dispute arising under the Subcontract, "the successful Party shall be entitled to recoup its court costs, attorney's fees, and any other related legal expenses." CWI Trial Ex. 30. Accordingly, Relyant is entitled to an award of all reasonable attorneys' fees incurred in this matter, as well as all costs and expenses of litigation which are not awarded as taxable costs pursuant to Fed. R. Civ. P. 54(d)(1) and Local Rule LR 54.01(a).

Undersigned counsel has conferred with all other counsel in this case as required by Local Rule 7.01(a)(1). Defendant Lexon Insurance Company does not oppose the relief requested in this motion. Plaintiff Contrack Watts, Inc. opposes the relief requested in this motion.

WHEREFORE, Relyant moves the Court for entry of an order awarding Relyant all its reasonable attorneys' fees and nontaxable costs incurred in this matter in the total amount of **\$767,078.25** (including \$542,116.40 in attorneys' fees and expenses other than expert witness fees incurred by Lacy, Price & Wagner, P.C., \$166,375.23 in expert witness fees, and \$58,586.62 in attorneys' fees and expenses incurred by Calvo Jacob & Pangelinan LLP, formerly Calvo Fisher & Jacob LLP), plus (1) any future attorneys' fees and expenses described in any supplemental motion for attorneys' fees and expenses filed by Relyant in the future and (2) any attorneys' fees and costs sought by Defendant Lexon Insurance Company but not awarded by the Court to Lexon.

Respectfully submitted this 18<sup>th</sup> day of July, 2025.

/s/ James H. Price

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### **CERTIFICATE OF SERVICE**

I hereby certify that on July 18, 2025, a true and exact copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

/s/ James H. Price  
James H. Price (BPR #016254)